

Tama Teamsters #238 (Police)

7/1/2006 6/30/2007

**CITY OF TAMA
POLICE**

This Agreement is executed by the City of Tama, Iowa (hereinafter called the "Employer") and Teamsters Local Union No. 238, affiliated with the International Brotherhood of Teamsters (hereinafter called "Union").

**ARTICLE 1
RECOGNITION**

The Employer agrees to and acknowledges that the Union is the exclusive bargaining representative as set out in the Iowa Public Employment Relations Board, Case No. 6384, for those employees as listed below:

INCLUDED: All regular full time police officers.

EXCLUDED: Chief of Police, Sergeants, confidential employees, other city departments, and all others excluded by the Act.

**ARTICLE 2
DEFINITIONS**

Section 2.1

A probationary employee is one who has not completed twelve (12) consecutive months of service with the Employer. Employees who are rehired after resignation or discharge will be required to complete another twelve (12) month probationary period. During the probationary period, employees may be terminated or discharged by the Employer without cause. No grievance may be filed regarding such action by the Employer, but a written statement of the reasons for the termination or discharge will be provided to the employee.

Section 2.2

A regular employee is an employee who has completed the probationary period and is normally scheduled to work thirty (30) hours per week on a regular and continuous basis during the year.

Section 2.3

Except where the context clearly indicates otherwise, the word "employee" when used in this Agreement, shall be limited to mean "regular" employee.

Section 2.4

Act shall mean the Iowa Public Employment Relations Act, as it may be amended from time to time.

Section 2.5

Chief shall mean the Chief of Police of the City of Tama, or the designated representative of the Chief.

Section 2.6

Work day shall mean the scheduled work day of the employee involved.

Section 2.7

The provisions of this Agreement shall not apply to reserve officers.

**ARTICLE 3
SEPARABILITY AND SAVINGS**

Section 3.1

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

**ARTICLE 4
EMPLOYER RIGHTS**

Section 4.1

The Employer will conduct, operate and manage the police department. Unless specifically limited herein, the Employer has, in addition to all powers, duties and rights established by constitutional provision, statute, ordinance, charters, or special act, the exclusive power, duty and right to direct the work of its public employees, determine worker qualifications, assign work, and prescribe the number and length of work day and work week. Such rights shall include, but not be limited to, the following right: to plan, direct, control and subcontract work; to discontinue any work; to change existing policies and procedures; to introduce new or improved procedure; to hire, promote, demote, transfer, assign and retain employees; to suspend, discharge or otherwise discipline employees for proper cause; to lay off or relieve employees from duty because of lack of work or any other legitimate reason; to determine the number of employees to perform the assigned work; to assign overtime work; to determine the work and duties to which employees are assigned; to change, expand or eliminate positions; and to promulgate and enforce rules, regulations and policies. The Employer is granted the exclusive right to carry out the mission of the public employer and to initiate, prepare, certify and administer its budget and to exercise all other powers and duties granted to the Employer by law. The Employer shall also have such inherent rights as are normally vested with employers unless limited by this Contract.

**ARTICLE 5
POLICIES AND PROCEDURES**

Section 5.1

The Employer shall have the right to make such reasonable rules, regulations and policies for the conduct of its business as it may deem desirable; provided, however, such rules shall not conflict with the terms of this Agreement. Employees shall be disciplined in accordance with established rules of the Employer. Newly established rules, policies and regulations, or changes in such rules, shall be reduced to writing and furnished to the Union at least ten (10) days before the effective date of the rule.

**ARTICLE 6
SUPERVISORY WORK**

Section 6.1

The Employer and Union agree that the Employer's police department is being operated on a small scale. In recognition of this fact, it is agreed that the Chief shall perform such regular police duties as time shall permit consistent with the performance of his supervisory duties.

**ARTICLE 7
NON-DISCRIMINATION IN EMPLOYMENT**

Section 7.1

The Employer will not interfere with the right of its employees to become members of the Union. The Union will not interfere with the right of the employees to refrain from Union membership. There will be no discrimination by the Employer or the Union because of membership or non-membership in the Union. The Union agrees that neither it, nor any of its officers or agents, will engage in Union activity which will interrupt or interfere with the operations of the Employer.

Section 7.2

The Employer and Union agree to comply with all Federal and State non-discrimination in employment laws. The parties specifically agree that the Employer may take any action required to comply with the Americans with Disabilities Act in spite of any provision in this Agreement to the contrary.

ARTICLE 8 CHECK OFF

Section 8.1

The Employer agrees, upon receipt of written authorization of the employee, to deduct from the pay of an employee who is a Union member covered by this Agreement, dues and initiation fees of the Local Union having jurisdiction over such employee and agrees to remit to said Local Union all such deductions. The written authorization by the employee is to be furnished in the form required by law. If the employee provides thirty (30) days certified noticed to the Union and Employer, the employee may terminate the dues check off and the employer shall no longer deduct dues and initiation fees and remit them to said Local Union.

Section 8.2

The Employer will recognize authorization for deductions from wages, if in compliance with state law, to be transmitted to the Union or to such other organizations as the Union may request if mutually agreed to. No such authorization shall be recognized if in violation of state or federal law. No deduction shall be made which is prohibited by applicable law.

Section 8.3

The Union, its successors or assigns, agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits, order, damages, or judgments brought or issued against the Employer as a result of any action taken in reliance on individually authorized deduction forms furnished to the Employer by the Union.

Section 8.4

The Employer shall make deductions for Teamsters Local 238 Credit Union provided the employee has provided proper written authorization.

ARTICLE 9 UNION REPRESENTATIVES – STEWARDS

Section 9.1

Authorized representatives of the Union shall be permitted to visit the Police Station and confer with representatives of the Employer. If such Union representative desires to confer with a Union steward or an employee on duty, the representative must first notify and obtain permission of the supervisor. The steward or the employee will be granted permission for such conference if it does not interfere with the normal operations of the department. Time spent in such conference shall be without pay.

Section 9.2

The Employer recognizes the right of the Union to designate one (1) steward and one (1) alternate steward whose authority shall be limited to and not exceed the following duties and activities:

- (1) To transmit all authorized bargaining unit information which is in writing; or if it is verbal, it is of such a routine nature that it does not interfere with the Employer's operation.
- (2) To represent an employee at any time during any type of disciplinary action if requested to do so by the employee being disciplined.

Section 9.3

One on-duty employee may attend negotiations and will be subject to call and may have to leave the negotiation session.

Section 9.4

The Employer shall provide a bulletin board in each location for the posting of Union notices on such bulletin board. Only Union officials or stewards shall present to management notices to be posted on such bulletin boards. Notices shall be signed by either the Union official or steward and said notices shall be restricted to only the following matters:

- (A) Union meetings.
- (B) Union elections, appointments and results of such elections.
- (C) Union recreational, educational and social affairs.
- (D) Such other matters as are mutually agreed upon by the Union and the Employer.

All notices must be approved by the Chief prior to posting.

Section 9.5

Stewards and employees shall not be paid for time spent in the investigation, processing and administration of grievances or arbitration cases, time preparing for or participation in contract negotiations or time spent conducting other Union business during working hours.

ARTICLE 10 GRIEVANCE PROCEDURE AND ARBITRATION

Definition. A grievance shall mean only an allegation that there has been a violation of a specific term and/or provision of the Agreement. Grievances shall be adjusted in the manner set forth below.

First Step. An attempt shall be made to resolve any grievance under this Article through an informal discussion between the grievant and the Police Chief.

Second Step. If the grievance is not resolved satisfactorily on Step One, the Union may file, within five (5) days after the occurrence giving rise to the grievance, a written grievance with the Police Chief. The Police Chief will meet with the Union within fourteen (14) days and attempt to resolve the grievance. All written grievances shall state the Article and Section of the Agreement alleged to have been violated, the date of the violation, a brief description of the facts giving cause for the grievance and the relief requested.

Third Step.

- (A) If the grievance is not resolved satisfactorily in Step Two, the Union may submit the grievance to binding arbitration by giving written notice to the City within fifteen (15) days after the Step Two answer is given. Grievances which have been processed through the preceding step of this procedure, and only such grievances, shall be submitted to arbitration as provided below.
- (B) The grievant and his/her Union representative shall submit, in writing, a request to enter into such arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the two parties within seven (7) calendar days after said notice is given. If the two parties fail to reach agreement on an arbitrator within seven (7) calendar days, the Iowa Public Employment Relations Board shall be requested to provide a panel of seven (7) arbitrators. Either party may request a new panel of seven (7) arbitrators.
- (C) The parties shall strike names from the panel. The Union shall remove the first name from the list. The meeting to strike names shall be held within fourteen (14) calendar days of receipt of such list of

names. Each of the two parties shall alternately strike one name at a time from the list until one name shall remain. The remaining name shall be the arbitrator. The decision of the arbitrator regarding a grievance on the contract under which the grievance was filed shall be submitted in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision of the arbitrator shall be binding on the parties.

- (D) The arbitrator shall have no power to alter, change, detract from or add to the provisions of this Agreement, but shall have power only to apply and interpret the provision of this Agreement to the settlement of issues and grievances arising hereunder.
- (E) Each party shall bear its own cost and expense of the arbitration proceedings, excluding the fee of the arbitrator, which shall be shared equally by the Employer and the Union.

The failure by an employee, the Union, or its representative to process a grievance or appeal the Employer's answer within the applicable time specified above shall bar an employee, the Union or its representatives from further pursuit of the grievance, and any such grievance shall be considered forfeited. The failure by the Employer or the Employer's representative to answer the grievance within the applicable time specified above shall be deemed a denial of the grievance, which then may be appealed to the next step.

The Union's decision to arbitrate shall be authorized by the Local Union Executive Board or its Business Agent.

ARTICLE 11 NO STRIKE

Section 11.1

The Union and employees agree to faithfully abide by the applicable provisions of the Act. Neither the Union, its officers or agents, nor any of the employees covered by this Agreement, will engage in, encourage, sanction, support, or suggest any strikes, slowdowns, boycotting, sit-ins, concerted group absenteeism, the willful absence from one's position, work stoppage, or any such related activities covered in Section 12 of the Act.

ARTICLE 12 IMPASSE PROCEDURE

Section 12.1

The statutory procedure provided for in the Public Employment Relations Act, Chapter 20, will be utilized by the parties for negotiations.

ARTICLE 13 SENIORITY

Section 13.1

A probationary period of twelve (12) months shall be required for full-time officers. Fringe benefits will be granted to full time officers (officers who work an average of forty (40) hours per week and two thousand eight (2,080) hours per year after thirty (30) days of continuous employment and upon satisfaction of eligibility or enrollment requirements. Health insurance benefits will be effective on the first day of the month following thirty (30) days of continuous service.

Section 13.2

Seniority is defined as an employee's length of regular full-time continuous service with the Employer since the employee's last date of hire.

Section 13.3

In the event it becomes necessary to reduce the work force, seniority will be followed for those positions coming under this Agreement. When recalling employees, they shall be recalled according to seniority.

- (A) In the event of a layoff, an employee so laid off shall be given ten (10) days notice of lay off or recall by certified letter, mailed to his last known address. The employee must respond to such notice of recall within three (3) days after receipt of notice of recall unless otherwise mutually agreed to. In the event the employee fails to comply with the above, he shall be terminated and lose all seniority rights under this Agreement.
- (B) All employees on lay off status shall retain their seniority for a period of one (1) year.
- (C) Prior to layoff, an employee will be given ten (10) days notice of an intent to lay off.
- (D) Laid off employees have the sole responsibility for notifying the department of any address change. Notices under this Article shall be deemed to have been received by the employee three (3) days after notice of recall is mailed by certified mail to such employee at the employee's then current address on file with the department.

Section 13.4

An employee shall lose seniority and the employment relationship shall be terminated as follows:

- (A) The employee quits or is discharged for proper cause;
- (B) The employee engages in other work while on personal leave of absence;
- (C) The employee gives a false reason for obtaining a personal leave of absence;
- (D) The employee is absent from work for two (2) consecutive days without notice to employer;
- (E) The employee fails to report for work at the end of a leave of absence;
- (F) The employee fails to report to work following a layoff as required above;
- (G) The employee retires.

Section 13.5

Benefits will terminate after the first thirty (30) days of an unpaid leave of absence.

ARTICLE 14 HOURS OF WORK AND OVERTIME

Section 14.1

The work week shall run from Saturday, 12:01 a.m. through Friday, 11:59 p.m. All work on the third shift on Friday shall be considered hours worked during the work week in which that shift commenced for all purposes under this contract. Shifts during the work week will normally be eight (8) or ten (10) hours. Work schedules will be established by the Chief each month and copies given to the employees. The Chief may change the monthly work schedules by providing affected employees with one week's notice of the change; provided, however, in the case of unusual situations, such as employee absences and the execution of search warrants, the Chief will provide as much notice as practicable. Each shift includes a thirty (30) minute paid lunch break and two (2) fifteen (15) minute rest breaks during which breaks the employees are subject to call.

Section 14.2

Employees will be paid overtime for time worked in excess of eighty (80) hours per two (2) week pay period. The Chief may not shorten the workweek to avoid the payment of overtime. All overtime must be approved by the Chief.

Section 14.3

Employees who are called back to work shall be paid at the regular rate for that employee for time worked, which may be overtime, depending upon the number of hours worked in that pay period.

Section 14.4

The standard payroll shall be paid bi-weekly with paydays on the Monday following the end of the payroll period. The payroll period will cover a two (2) consecutive week period.

Section 14.5

If an employee is required by the Employer to appear at a City Council meeting, he or she will be paid for all time spent at the meeting.

Section 14.6

Any overtime will be paid at one and one-half (1½) times the regular rate of pay for each hour of overtime.

Section 14.7

For the purpose of computing overtime, the following will be counted as time worked:

- (A) Scheduled vacation
- (B) Funeral leave
- (C) Jury Duty
- (D) Hours actually worked but sick leave shall not count as time worked.

ARTICLE 14A COMPENSATORY TIME OFF

Section 14A.1

An employee may receive compensatory time off for time actually worked in excess of eighty (80) hours per two (2) week pay period at the rate of one and one-half (1½) hours for each overtime hour worked. All compensatory time off shall be scheduled with the permission and approval of the Chief. Each employee shall be allowed to accumulate up to eighty (80) hours of compensatory time during a fiscal year to be used at a mutually agreed time with the Chief within ninety (90) days after the end of the fiscal year in which the hours were accumulated. Any time not used shall lapse and expire and no compensation shall be paid therefore, unless the employee has made request to use all of said accumulated time prior to the expiration of said ninety (90) day period and said request was denied by the Employer, in which case employee shall be allowed until one hundred eighty (180) days after the end of the fiscal year in which the hours were accumulated to use said time. Any time not so used shall expire, and no compensation shall be paid therefore. An employee who has elected to receive compensatory time off shall not thereafter be entitled to be paid for said time except for any accrued compensatory time off remaining upon termination of employment for which the time to take the same has not yet expired.

ARTICLE 15 HOLIDAYS

Section 15.1

Regular full time employees will be paid eight (8) hours times the employee's straight time rate for the following paid holidays:

New Year's Day
Memorial Day
Fourth of July

Labor Day
Thanksgiving Day
Day after Thanksgiving

Christmas Day

Section 15.2

The regular full time employees will be paid for eight (8) hours of regular pay for each of the above-specified holidays, provided: (i) the employee has worked as a full-time employee for thirty (30) calendar days; and (ii) the employee has worked the last scheduled work day preceding the holiday and the first scheduled work day following such holiday. Any employee who is on an authorized paid leave shall be considered as having worked for purposes of this Article.

Section 15.3

An employee who works on a recognized holiday shall receive, in addition to holiday pay, straight time for all hours worked on the holiday.

Section 15.4

In addition to the above holidays, employees will be granted the employee's birthday and two (2) personal days which may, upon approval of the Chief, be taken off with pay during each anniversary year.

ARTICLE 16 VACATIONS

Section 16.1

Subject to the provisions of this Article, all full time employees shall be granted paid vacation based upon years of continuous, active service with the Employer as follows:

- Five (5) days each vacation year after one (1) full year of employment.
- Ten (10) days each vacation year after two (2) full years of employment.
- Fifteen (15) days each vacation year after seven (7) full years of employment.
- Twenty (20) days each vacation year after fifteen (15) full years of employment.

Years of employment and vacation years shall be calculated from the anniversary of the employee's date of hire.

Section 16.2

The purpose of a vacation is to enable the employee to enjoy periodic rest from the employee's regular job so that the employee may return to work refreshed. The vacation year will be the same as presently administered. Accordingly:

- (A) All vacations earned must be taken by employee prior to the time the employee is credited with any additional vacation, unless the Chief authorizes, in writing an extension of time for taking said vacation;
- (B) No employee shall be entitled to vacation pay in lieu of vacation;
- (C) An employee whose employment with the Employer is terminated for any reason, voluntarily or involuntarily, shall receive vacation pay for unused vacation earned in the vacation year prior to the year in which the employment is terminated. Pro-rated vacation pay for the vacation year in which the termination of employment occurs shall be forfeited.

Section 16.3

So far as possible, each vacation will be granted at the time selected by the employee so long as it does not conflict with the operation of the Employer; provided that the final right to allot vacation periods and the right to change such vacation periods is reserved exclusively to the Employer.

Section 16.4

Vacation requests for two (2) or more days of vacation must be submitted at least thirty (30) calendar days in advance of the vacation period requested. Vacation requests of one (1) or two (2) days shall be submitted to the Chief as soon as possible. Because of the small size of the department, only one employee shall be allowed to use vacation at any time.

Section 16.5

In the event that a holiday falls within an employee's vacation leave, the day off will be counted as a holiday rather than a day of vacation.

Section 16.6

Vacation pay shall be computed based on eight (8) hours at the straight time rate of pay applicable to an employee's regular classification during the employee's vacation period.

ARTICLE 17 SICK LEAVE

Section 17.1

Sick leave shall be used for personal illness and injury of the employee. Sick leave will not be allowed if an employee is injured while engaging in self-employment or the employment by a different employer.

Section 17.2

All full-time employees shall earn and will accumulate one (1) day of sick leave per month of full-time employment up to a maximum accrual of ninety (90) sick days.

Section 17.3

To be eligible for sick leave, an employee shall notify the Employer of the illness or injury as soon as possible but in any event two (2) hours prior to the starting time of the employee's scheduled shift. This notice may be waived if the Employer determines that the employee could not reasonably be expected to comply with this requirement because of circumstances beyond the control of the employee.

Section 17.4

The Employer has the right to verify the reported illness of an employee. An absence of three (3) or more consecutive work shifts may require a certification from the employee's physician to be eligible for sick leave pay. In the event an employee has excessive use of sick days in comparison with the remainder of the officers, the Employer may require the employee to furnish a medical doctor's written statement to verify future illnesses before any sick leave payment will be made.

Section 17.5

In the event of an on-the-job injury occurring while working for the Employer, the employee must cooperate with the Employer and insurance carrier in providing relevant information pertaining to the occurrence of the injury. The employee shall retain the benefits received from workers compensation. No employee is entitled to receive paid sick leave benefits and workers compensation benefits for the same injury, except that the employee may use accumulated sick leave for the first three (3) days after an injury.

**ARTICLE 18
BEREAVEMENT LEAVE**

Section 18.1

Regular full time employees will be eligible for a paid leave of absence of up to five (5) working days immediately following the death of a spouse or child. Regular full time employees will be eligible for a paid leave of absence on the day before, the day of, and the day after the funeral of the parent, sister, brother, grandparents and grandchildren of the employee and the spouse. All pay will be at the employee's straight time hourly rate times eight (8) hours. Additional time off without pay for travel will be granted by the Employer. Only days absent which would have been regular work days are eligible for payment.

**ARTICLE 19
MILITARY LEAVE**

Section 19.1

All regular employees entering military service of the United States (whether involuntary or voluntary including National Guard or Reserves) shall be given leave of absence for the time spent in the service providing that within ninety (90) days upon release from such military service, he reports for duty at his old job at prevailing rate of pay for the class and job code. While absent, increases shall be given as if no absence existed.

Section 19.2

According to Section 29.A28 of the Iowa Code, each regular employee shall be entitled to receive regular pay from the City during the first thirty (30) calendar days of such military leave.

**ARTICLE 20
JURY DUTY AND COURT LEAVE**

Section 20.1 Jury Duty

A full time employee shall be granted a paid leave of absence for assigned work time lost when called to serve on jury duty. Such employees shall be paid their straight time hourly rate for all lost time up to forty (40) hours per week. An employee shall submit certification of jury service to the City and shall assign to the City any part of all remuneration received for jury service which can reasonably be described as duplicate compensation. The employee must report to work if they are discharged from the jury before the end of their regular scheduled hours of work.

Section 20.2 Court Leave

No employee is to appear unless subpoenaed or ordered by the Court in writing, except for pre-trial conference with City or County Attorney or their assistants, but no subpoena is required for attendance at a suspension hearing scheduled by the Iowa Department of Transportation.

An employee required to appear for court duty for any reason set out in this Section 20.2 will be paid for time worked at the employee's regular rate, which may be overtime, depending upon the number of hours worked in that pay period.

**ARTICLE 21
UNIFORMS**

Section 21.1

The Employer will furnish uniforms and will pay for the repair or replacement of uniforms soiled, damaged or destroyed in the performance of duties.

Section 21.2

The Employer will provide bullet-proof vests and handcuffs. The Employer will replace vests as they come out of warranty. Employees will notify the Chief when his or her vest is about to come out of warranty.

Section 21.3

The Employer will repair or replace leather goods and Utility Gear which is damaged or destroyed in the line of duty.

Section 21.4

The Employer shall furnish and maintain all Police officer weapons.

ARTICLE 22 EVALUATIONS AND OTHER MATTERS

Section 22.1

The City of Tama, Iowa has the right to discipline employees for just cause. The City of Tama, Iowa has a progressive discipline procedure, which is based upon the nature of the violation and the employee's work record. Verbal and written warnings shall be removed from an employee's file for purposes of progressive discipline if there has been no reoccurrence within twelve (12) months.

Section 22.2

- (A) All evaluation forms will be retained, locked and under the control of the Chief.
- (B) Employees shall receive a photocopy of their own evaluation but are not entitled to review the evaluations of any other employees.
- (C) Department heads are entitled to review the evaluations of their employees only, not the evaluations of employees of other departments.
- (D) Evaluation records are considered confidential personnel records under Iowa Code Chapter 68A. Photocopies of evaluation forms will be forwarded to any outside agencies requesting such, only after written approval to release the form is given by the employee.

Section 22.3

The employee shall have the right (upon three [3] business days prior notice) to review all contents of his or her personnel file. The employee may request copies of the file content once at no cost; other request for copies shall be paid for by the employee at the rate of ten (10) cents per page. The employer may make appropriate entries to the employee's file at any time, but all new entries shall have a copy provided to the employee. An employee shall not have access to employment references written for the employee.

ARTICLE 23 OUTSIDE EMPLOYMENT

Section 23.1

Employees who desire to obtain outside employment or engage in self-employment must submit a written application to the Chief on a form provided by the Department and obtain the written approval of the Chief before engaging in any such employment.

Section 23.2

Employees will not be allowed to engage in outside employment which, in the sole opinion of the Chief, could (i) reflect adversely upon the Department or the City of Tama, Iowa; (ii) adversely affect the employee's work performance; or (iii) might create a potential liability for the City of Tama, Iowa. Employees will not be allowed to work at outside employment within two (2) hours prior to the commencement of their scheduled duty time.

Section 23.3

The employee must provide the Chief with a telephone number of the employee's outside employment where the employee can be reached by the Department in case of an emergency.

Section 23.4

The employer shall, at its discretion, have the right to revoke approval for an employee's outside employment if the Chief, in his sole discretion, determines that the employee's outside employment may be affecting the performance of the employee's duty for the City of Tama, Iowa.

ARTICLE 24 GENERAL CONDITIONS

Section 24.1

This Agreement shall be construed under the laws of the State of Iowa.

Section 24.2

Whenever the context of this Agreement permits, the masculine gender includes the feminine, the singular number includes the plural, the reference to any party includes its agents, officials and employees.

Section 24.3

In the event any provision of the Agreement is held invalid by a Court of competent jurisdiction, the said provision shall be considered separable and its invalidity shall not in any way affect the remaining provision of this Agreement.

Section 24.4

Training is an important aspect of every employee's job. The following guidelines shall apply to training:

The Chief will approve the training to be undertaken and assign the employee to the training as any other job assignment.

Transportation and tuition shall be paid for or provided by the Employer. Actual meal expense, verified with receipts, shall be reimbursed up to a maximum of \$20.00 per day.

Training during regular hours, the preferred situation, shall be paid for as any other work assignment.

If the training seminar the employee is attending is out of town, the Chief may authorize overnight lodging with the cost to be paid by the Employer.

Section 24.5

The Employer will pay mileage at the current city rate per mile if the employee uses his or her vehicle for out of town travel.

ARTICLE 25 INSURANCE

Section 25.1

The Employer will continue to pay the full cost of family/single health insurance coverage available to regular full time employees. The Employer reserves the right to change insurance carriers provided that the benefits remain substantially equal or greater than the existing policy.

Section 25.2

The Employer will provide twenty thousand dollars (\$20,000.00) life insurance for full time employees' coverage to be on or off the job with an additional twenty thousand dollars (\$20,000.00) for accidental death of employee.

ARTICLE 26 WAGES

Section 26.1

During the term of the contract, wages will be as follows:

	<u>Effective 7/1/06</u>
Starting Non-Certified:	\$13.86 per hour
Starting Certified:	\$14.43 per hour
Maximum Certified:	\$15.56 per hour
Detective	\$16.06 per hour

Section 26.2

- (A) The Chief may start a new hire above the starting wage, based upon the qualifications.
- (B) Non-Certified shall receive no pay increases until certified.
- (C) Starting Certified shall receive maximum certified wages after serving one (1) year as a certified officer.

Section 26.3

An employee's compensation, including regular, overtime, holiday, vacation, funeral and sick leave pay shall be calculated based upon that employee's hourly wage as provided herein.

ARTICLE 27 EFFECTIVE DATE AND TERM

Section 27.1

This Agreement shall be effective July 1, 2006 through June 30, 2007.

Section 27.2

The terms and conditions of this Agreement shall continue from year to year after June 30, 2007, unless one or both of the parties seeking modification shall cause a written notice to be served on the other party by September 15, 2006.

CITY OF TAMA, IOWA

By

Christopher T. Bearden
Christopher T. Bearden, Mayor

Date

2-4-2006

TEAMSTERS LOCAL UNION 238

Affiliated with the International Brotherhood of
Teamsters

By

Darryl Rankin
Principal Officer,

By

Rick Willett
Business Representative

Date

2-13-06